

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN**

In Re:

Holliday, Charles P.

Debtor

Case #: 19-03661

Chapter 13

Hon. James W. Boyd

Filed: 08/27/2019

FIRST PRE-CONFIRMATION CHAPTER 13 PLAN AMENDMENT

NOW COMES THE DEBTOR, Charles P. Holliday, HEREIN AND AMENDS his Chapter 13 plan as follows:

II. FUNDING

A. **PLAN PAYMENT** The Debtor(s) shall make payments in the amount of **\$ 2,862.10** per ☐ week, ☐ bi-weekly, ☐ semi-monthly, ☒ monthly, and/or ☐ Other (see Additional Plan Payment Provisions) for the minimum of the ACP.

☐ Additional Plan Payment Provisions:

1. Effective May 1, 2022, when Debtor's 401(k) loan ends, his monthly obligation shall increase by \$169.61 to \$3,031.71.

III. DISBURSEMENTS

C. SECURED CLAIMS.

2. Personal Property:

b. Secured Claims Subject to Final Paragraph of 11 U.S.C. § 1325(a): Each secured creditor in this class has a lien that is not subject to 11 U.S.C. § 506.^{vii} Claims in this class shall be paid as follows plus an additional pro-rata amount that may be available from funds on hand at an interest rate specified below or the contract rate specified in the proof of claim, whichever is lower.

Creditor, Address & Account No.	Collateral	Balance Owing	Interest Rate	Pre-Conf APP	Equal Monthly Payment
Credit Acceptance Corp Po Box 5070 Southfield, MI 48086 xxxx9904	2015 GMC Sierra 120,000 miles Fair Condition	\$24,232.00	22.99	\$495.00	\$615.33

^{vii} Such a claim is not subject to "cramdown" and will be paid the full balance owing. If the collateral is a motor vehicle and is destroyed, the Debtor(s), with consent from the secured creditor and Trustee, or by order of the Court, may use the collateral insurance proceeds to purchase replacement collateral, to which the creditor's lien shall attach.

E. DIRECT PAYMENT BY THE DEBTOR(S) OF THE FOLLOWING DEBTS. All claims shall be paid by the Trustee unless listed herein:

Creditor, Address & Account No.	Collateral/Obligation	Balance Owning	Interest Rate
Ashlee Holliday 223 Front Street Belding, MI 48809	Monthly Domestic Support Obligation	\$1,043.00	0.00
Credit Acceptance Corp Po Box 5070 Southfield, MI 48086 xxxx2753	2016 Ford Fusion 116,000 miles Fair Condition	\$16,708.79	22.99%
Credit Union One 400 E Nine Mile Ferndale, MI 48220 xxxxxx9580	2015 Ford Explorer 79,000 miles Fair Condition	\$34,516.00	15.00%

IV. GENERAL PROVISIONS

R. NONSTANDARD PROVISIONS. Nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in this Model Plan or deviating from it. Nonstandard provisions set out elsewhere in this Plan are ineffective and void. The following Plan provisions will be effective only if there is a check in the box “Included” in the Preamble.

2. 2016 Ford Fusion: The Debtor shall pay Creditor, Credit Acceptance, directly for the 2016 Ford Fusion pursuant to the terms of the contract between the parties.

In all other respects, the Plan previously filed remains unchanged.

Date: November 29, 2019

/s/ Charles P. Holliday
Debtor

Date: November 29, 2019

/s/ Travis T. Russell
Counsel for Debtors